Towns County Herald

Legal Notices for September 24, 2014

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF EVELYN C. GANTNIER RE: ESTATE OF EVELTIN C. GANTINIER All debtors and creditors of the estate of Evelyn C. Gantnier, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all per-sons indebted to said estate are required to make immediate narment make immediate payment

to the Executor. This 28th day of August, 2014. Harold M. Gantnier, Executor Address: P. O. Box 262 Hiawassee, GA 30546

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Barbara B. Bursey All creditors of the estate of Barbara B. Bursey, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 29th of August, 2014 Carla Renee Bursey 447 Bursey Road Hiawassee, GA 30546 706-896-2576

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA, COUNTY OF TOWNS Re: Estate of Thomas Harvey, All debtors and creditors of the Estate of Thomas Harvey, deceased, late of Towns Coun-ty, Georgia, are hereby notified to render their demands and payments to the personal repre-sentatives of the estate to wit: Shirley Harvey Harris and Wyatt Davis Espalin, according to the law and all persons indebted to said estate are required to make immediate payment to the law and all persons indebted to said estate are required to make immediate payment to the personal representatives. This 4th day of September, 2014. By: Shirley Harvey Harris, 61 Patillo Circle, Stockbridge, GA 30281 Wyatt Davis Espalin, 4157 Swallows Creek Road, Hiawassee, GA 30546 Tisent0-6ut08

T(Sept10-Oct1)B

NOTICE TO DEBTORS AND CREDITORS

NUTICE TO DEBILING AND CREDITIONS STATE OF GEORGIA, COUNTY OF TOWNS RE: Estate of Sara Oberia Wyatt Bryson, All creditors of the estate of Sara Oberia Wy-att Bryson, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the

undersigned. This the 17th day of September, 2014

Joyce B. Lockman rsonal Representative

PO Box 1249

Young Harris, GA 30582 706-379-0989

T(Sept24-Oct15)B

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS State of Georgia

State of Georgia County of Towns The undersigned does hereby certify that Ken Bryant conducting a business as Bryant Enter-prises, LLC in the City of Hiawassee, County of Towns, in the State of Georgia, under the name of North Georgia Communications, and that the nature of the business is Two Way Radio Communications, Sales and Service and that the names of the person firms or nartnership the names of the person, firms or partnership owning and carrying on said trade or business are Ken Bryant, Bryant Enterprises, LLC, 418 Sneaking Creek Drive, Hayesville, NC 28904, 828-389-5000, email@kenbryant.net T(Sept7.24)P

NOTICE TO CREDITORS AND DEBTORS

NUTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF ANNE SNYDER BOGAERT, A.K.A. ANNE MARIE BOGAERT All creditors of the estate of ANNE MARIE BO-All creations of the estate of Anne MARIE bu-GAERT, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersized. undersigned.

This 8th day of September, 2014. BRETT C. SNYDER 6506 Contempo Lane Boca Raton, Florida 33433 T(Sept17,24,0ct1,8)B

IN THE SUPERIOR COURT OF TOWNS COUNTY

In Re: PEtition of Maurice Green, Administrator of the Estate of Ishmael Newt Green, Petition vs. All the World, Defendants; Complaint - Petivs. An die wordt, befeitdants, comptants - Pet-tion to Quiet Title (to remove cloud upon the title); filed August 2, 2014 in Civil Action 14-CV-121 RG; the Order for service by Publica-tion is dated August 25, 2014; notice is direct-ed and addressed to Defendants who reside outside the State of Ga. and whose residence is unknown commanding you to be and annear butsine the State of Ga. and whose residence is unknown commanding you to be and appear at the Superior Court of Towns County within 30 days of the date of the order for service by publication; the date upon which such party is called upon to appear shall be the appearance day of the said referenced case, being October 20 2014. Whence Could Dury Clother Council 30, 2014. Witness Cecil Dyer, Clerk Superior S0, 2014. Whitess Geth Dyel, Clerk Superior Court, Towns County, Georgia; Honorable Ray-mond George, Judge. Prepared and submitted by: Charles Gignilliat, Ga. Bar No 293250, Attor-ney for Petitioner, P.O. Box 282, Hiawassee, Ga. 30546, 706-896-1057, Fax 706-896-7419. T(Sept17.24.0ct1.8)P

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS Because of a default in the payment of the indebtedness secured by a Security Deed executed by Robert Panaccione and Patricia Panaccione to Mortgage Electronic Registra-tion Systems, Inc. as nominee for Americas First Home Mortgage Co. dated June 23, 2006, and recorded in Deed Book 375, Page 806, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$145,000.00, the holder thereof pursuant to said Deed and Note therethereof pursuant to sita5,000.00, the holder thereof pursuant to said Deed and Note there-by secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, October 7, 2014 dwine the local hours of calls before the 2014, during the legal hours of sale, before the

2014, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the prop-erty described in said Deed, to-wit: All that tract or parcel of land lying and be-ing in Land Lot 47, 17th District, 1st Section, Towns County, Georgia, containing 1.074 acres, more or less, and being shown as Lot 7 of Ragayle Village Subdivision on a plat of sur-vey prepared by Tamrok Associates, Inc., dated 2/15/01 and recorded in Plat Book 28, Page 41, Towns County, Georgia records, said plat being incorporated herein by reference for a more complete description of said property. Grantor grants to Grantee a non-exclusive per-petual easement for the use of the subdivision roads for ingress and egress to the above de-scribed property.

scribed property. Subject to the Declaration of Protective Cov-

Subject to the beclaration of Protective Cov-enants as recorded in Deed Book 224, Page 708-713 and Deed Book 227, Page 486-491, Towns County, Georgia records. Subject to an easement to Blue Ridge Moun-tain EMC as recorded in Deed Book 213, Page E64 Towns County, Council or goodde

564, Towns County, Georgia records. Subject to easements and other matters of sur-

Subject to easements and other matters of sur-vey as shown on the above referenced plat. Subject to an easement and Joint Driveway Agreement as recorded in Deed Book 354, Page 514, towns County, Georgia records and in Nat Book 35, page 152, Towns County, Geor-ria recorde.

gia records. Subject to a right of way deed as recorded in Deed book T-1, page 250, Towns County, Geor-

gia records. Said property is known as 1514 Millennium Drive, Young Harris, GA 30582, together with all

Trivers and personal property attached to and constituting a part of said property, if any. Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any tax-ing authority our patter which which is the ball payable), the right or redemption or any tax-ing authority, any matters which might be dis-closed by an accurate survey and inspection of the property, any assessments, liens, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Scawite Doad first end with once

the Security Deed first set out above.

The proceeds of said sale will be applied to the payment of said indebtedness and all ex-penses of said sale as provided in said Deed, and the balance, if any, will be distributed as

provided by law. The sale will be conducted subject (1) to con-The sale will be conducted subject (1) to con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final con-firmation and audit of the status of the loan with the secured creditor. The property is or may be in the possession of Robert Panaccione and Patricia Panaccione, successor is instruct or the patricia

Successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Robert Panaccione and Patricia Panaccione File no. 13-044823 SHAPIRO, SWERTFEGER & HASTY, LLP*

Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta, GA 30341-3941 (770) 220-2535/KMM

Www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COLLEC-TOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. [FC-NOS]

ot10,17,24,0ct1)B NOTICE OF SALE UNDER POWER

THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR

INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by Donald W. Kuhn and Margaret B. Kuhn to JPMorgan Chase Bank, National Association, dated Octo-ber 24, 2012, recorded in Deed Book 529, Page 39, Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of TWO HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE AND 0/100 DOLLARS (\$257,749.00), with interest thereon as set forth therein, there will be sold at public out-cry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in October, 2014, the foi-lowing described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by usid Security Deed here All ACHED REREIO AND MADE A PART REREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, fail-ure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this cale will be made for the numer of earult this sale will be made for the purpose of pavthis sale will be indue for the purpose of pay-ing the same and all expenses of this sale, as provided in Security Deed and by law, includ-ing attorney's fees (notice of intent to collect attorney's fees having been given). Said prop-erty will be sold subject to any outstanding ad valorem taxes (including taxes which are block but beat with the sold subject) one most ad valorem taxes (including taxes which are a lien, but not yet due and payable), any nat-ters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordi-nances, restrictions, covenants, and matters of record superior to the Security Deed first set void superior to the Security Deed hirst set out above. JPMorgan Chase Bank, National Association is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: JPMorgan Chase mortgage with the debtor is: JPMorgan Chase Bank, National Association, 3415 Vision Drive, Columbus, OH 43219, 800-446-8939. To the best knowledge and belief of the undersigned, the party in possession of the property is Don-ald W. Kuhn and Margaret B. Kuhn or a tenant or tenants and said property is more com-monly known as 4162 Ridgecrest Trl, Hiawas-see, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Donald W. Kuhn and Mar-Altohma Road Roswell, Georgia 30076 www. foreclosurehotline.net MR/tkn 10/7/14 Our file no. 5430714-FT3 EXHIBIT "A" The followfile no. 5430714-FT3 EXHIBIT "A" The follow-ing described property: All that tract or parcel of land lying and being in Land Lot 253, 18th District, 1st Section of Towns County, Georgia, being Lot 2, containing 2.00 acres, more or less as shown on a plat of survey by Rochester and Associates, Inc., dated April 8, 1997, recorded in Plat Book 19, Page 227, Towns County, Geor-gia Records, which description on said plat is incorporated herein by reference and made a part hereof. Assessor's Parcel No: 0060 049 MR/tkn 10/7/14 Our file no. 5430714 - FT3 T(Septi0.1724.0drt)B T(Sept10.17.24.0ct1)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by John Timo-tiny Turpin to Citizens Fidelity Mortgage Corp, a Georgia Corporation, dated June 23, 1999, recorded in Deed Book 187, Page 526, Towns County, Georgia Records, as last transferred to First Horizon Home Loans a division of First Tennessee Bank National Association by as-signment recorded in Deed Book 539, Page signment recorded in Deed Book 539, Page 520, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of SEVENTY-THREE THOUSAND NINE HUNDRED TWENTY-SIX AND 0/100 DDLLARS (\$73,926.00), with interest thereas a cost forth therein there will be cold thereon as set forth therein, there will be sold thereon as set form therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in October, designated as an alternative, within the legal hours of sale on the first Tuesday in October, 2014, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Secu-rity Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the pur-pose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any out-standing at valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sun-belt National Mortgage, A Kanasa Corporation is the holder of the Security Deed to the prop-erty in accordance with OGGA § 44-14-1622. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Nationstar Mortgage, LC, 350 Highland Drive, Lewisville, TX 75067, 888amend, and modify all terms of the mortgage with the debtor is: Nationstar Mortgage, LLC, 350 Highland Drive, Lewisville, TX 75067, 888-850-9398x3705. To the best knowledge and belief of the undersigned, the party in posses-sion of the property is John Timothy Turpin or a tenant or tenants and said property is more commonly known as 1155 Shadow Mountain Road, Hiawassee, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bank-ruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. First Horizon Home Loans, audit of the status of the loan with the holder of the security deed. First Horizon Home Loans, a division of First Tennessee Bank National Association formally known as FT Mortgage Companies doing business as Sunbelt National Mortgage, A Kansas Corporation as Attorney in Fact for John Timothy Turpin McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 20076. www.foreefocurehottien an MB/mB 30076 www.foreclosurehotline.net MR/ms8 10/7/14 Our file no. 5810211-FT2 EXHIBIT "A" All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 152 of Towns County, Georgia, containing 0.96 152 of Towns County, Georgia, containing 0.96 acre, and being designated as Lot Three (3) of Shadow Mountain Subdivision, as shown on a plat of survey entitled "Survey for Shadow Mountain Subdivision", dated June 1976, by Bernard Gregory County Surveyor, as recorded in Plat Book 6, Page 277, in the Towns County Records, said plat being incorporate herein by reference. The property is conveyed subject to that certain easement to Blue Ridge Mountain Electric Membershio Corporation recorded in that certain easement to Blue Ridge Mountain Electric Membership Corporation recorded in Deed Book 124, Page 5, Towns County Records. The property is conveyed subject to subject to those certain reservations, restrictions, cov-enants and conditions for Shadow Mountain Subdivision dated July 25, 1994, as recorded in Deed Book 129, Pages 70-72, Towns County Records. MR/ms8 10/7/14 Our file no. 5810211 - FT2 FT2 T(Sept10,17,24.0ct1)B

NOTICE OF FORECLOSURE

NOTED OF FORMER SALE UNDER POWER TOWNS COUNTY, GEORGIA THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

THAT PURPOSE. Under and by virtue of the Power of Sale con-tained in a Security Deed given by John Nor-ville and Nellie Norville to Beneficial Mortgage Co. of Georgia, dated September 20, 2007, and recorded in Deed Book 417, Page 760, Towns County, Georgia Records, as last transferred to U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust by assignment re-corded on May 16, 2014 in Book 550 Page 212 in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveving the Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of One Hundred Forty-Six Thousand Four Hundred Seventy-One and 20/100 dollars (\$146,471.20), with interest thereon as set forth therein, there will be sold at public autem to the biphoet bidder for some at public outry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal hours of sale on Octo-ber 7, 2014, the following described property: All that tract or parcel of land lying and being in Land Lot 6, 18th District, 1st Section, Towns County Georgia containing 100 across parce are County, Georgia containing 1.02 acres, more or less, and being more particularly shown and described as Tract (A) on plat of survey by Roddy D. McDonald, RLS, dated June 21, 1993, revised November 15, 1994 and recorded in Plat Book 20, Page 85, Towns County, Georgia Records. Reference is made to said plat of survey for a complete and accurate description of the pronerty conveyed base.

NOTICE OF SALE UNDER POWER IN SECURITY DEED **STATE OF GEORGIA**

COUNTY OF TOWNS COUNTY OF TOWNS Under and by virtue of the Power of Sale con-tained in the Deed to Secure Debt from Linda Burr, as trustee of First Southern Trust to Bank of Hiawassee, dated January 21, 2009, and recorded in Deed Book 447, Page 608, in the

of Hiawassee, dated January 21, 2009, and recorded in Deed Book 447, Page 608, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, afore-said records (as same may have been modi-fied from time to time, collectively the "Secu-rity Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2014, the fol-lowing described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 23 & 50, 17TH DISTRICT, IST SECTION OF TOWNS COUNTY, GEORGIA, BEING UNIT G OF BUILDING, PHASE VI OF WATERCREST AT FIELDSTONE CONDO-MINIUMS AS SHOWN ON A PLAT OR SURVEY BY LANDTECH SERVICES, INC., JAMES L. AL-EXANDER, GRLS NO. 2653, DATED OCTOBER 28, 2004 AND RECORDED IN CONDOMINIUM PLAT BOOK 1, PAGE 28, TOWNS COUNTY, GEORGIA, RECORDS; ALSO AS SHOWN ON THE CONDO-MINIUM PLANS FILED AND RESTRICTIONS FOR WATERCREST AS FIELDSTONE CONDO-MINIUM PLAN FILE, TOWNS COUNTY, GEORGIA, RECORDS; ALSO AS SHOWN ON THE CONDO-DOMINIUM PLAN FILE, TOWNS COUNTY, CLERK OF SUPERIOR COURT AND AS FURTHER DE-FINED IN THE DECLARATION OF CONDOMINIUM, COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERCREST AS FIELDSTONE CONDOMINIUM, LOWS AS RECORDED AT DEED BOOK 322, PAGES 594-629; AMENDED AT DEED BOOK 322, PAGES 10WS AS RECOMENDED AT DEED BOUX 532, PAGES 594-629; AMENDED AT DEED BOUX 532, PAGES 245-246; FURTHER AMENDED AND CORRECTED AT DEED BOOK 433, PAGES 96-106, TOWNS COUNTY, GEORGIA RECORDS. SAID PLATS, PLANS AND DECLARATIONS BEING INCORPORATED HEREIN BY DEEEBENCE BY REFERENCE.

BY REFERENCE. SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 250, PAGE 38 AND DEED BOOK 240, PAGE 330, TOWNS COUNTY, GEORGIA RECORDS. PROPERTY KNOWN AS: 1726 WATERCREST WAY, YOUNG HARRIS, GA 30582

The debt secured by the Security Deed is evidenced by a Home Equity Line of Credit, dated January 21, 2009, from Charles Thomas Petersen and First Southern Trust to Bank of

Petersen and First Southern Trust to Bank of Hiawassee in the original principal amount of \$250,000.00 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed, By reason of this default, the Security Deed has been declared foreclosable accord

Deed has been declared foreclosable accord-ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Linda Burr, as trustee of First Southern Trust, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assess-ments, if any; possible redemptive rights of the ments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or mat-

ters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Linda Burr, as trustee of First South-

owned by Linua bur, to a second ern Trust. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Linda Burr, as trustee for First Southern Trust, and tenants holding under her.

Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

COUNTY OF TOWNS Under and by virtue of the Power of Sale con-tained in the Security Deed from Danny E. Wil-son and Donna Denise Wilson to Bank of Hiason and Donna Denise Wilson to Bank of Hia-wassee, dated March 2, 2001, and recorded in Deed Book 214, Page 301, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"); and pursuant to that certain Consent Order entered July 31, 2014 in Chapter 7 Case No. 14-21468-reb filed in the United States Bankruptcy Court, Northern District of Georgia, Gainesville Divi-Northern District of Georgia, Gainesville Divi-sion, the undersigned will sell at public outcry to the highest and best bidder for cash before of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2014, the following

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA

IN SELURITY DEED STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the Power of Sale con-tained in the Deed to Secure Debt from Danny Wilson and Denise Wilson to Bank of Hiawas-see, dated May 6, 2003, and recorded in Deed Book 273, Page 524, in the offices of the Clerk of the Superior Court of Towns County, Geor-gia; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"); and pursuant to that certain Consent Order entered July 31, 2014 in Chapter 7 Case No. 14-21468-reb filed in the United States Bankruptcy Court, Northern District of Georgia, Gainesvile Divi-sion, the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County,

to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in October, 2014, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 187, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 1.31 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY BLAIRS-VILLE, SURVEYING CO. DATED NOVEMBER 27, 19998, RECORDED IN PLAT BOOK 22, PAGE 294 TOWNS COUNTY RECORDS WHICH DESCRIP-TION ON SAID PLAT IS NICORPORATED HEREIN

TOWNS COUNT RECORDS WHICH DESCRIP-TION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 122, PAGE 621, TOWNS COUNTY DECODDC RECORDS.

THE GRANTOR GRANTS TO GRANTEE A PER-THE ADAPTION FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. SAID EASEMENT TO BEGIN ON FODDER CREEK ROAD AND RUN TO SAID PROPERTY ALONG LOVIN-GOOD LANE.

GOOD LANE. ALSO CONVEYED HEREWITH IS A PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON PROPERTY OF INEZ M. LOVINGOOD. KNOWN AS: 2287 LOVINGOOD LANE, HIAWAS-SEE, GA 30546-4363. The debt secured by the Security Deed is evidenced by a Renewal Home Equity Line of Credit - Georgia, dated March 15, 2004, from Danny Wilson and Denise Wilson to Bank of Hiawassee in the original principal amount of \$25,000.00 (as same may have been further modified, renewed or amended, collectively the modified, renewed or amended, collectively the

modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable accord-ing to its terms.

Deed has been declared foreclosable accord-ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Danny Wilson and Denise Wilson, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: Security Deed from Danny E. Wilson and Donna Denise Wilson to Bank of Hiawassee, dated March 2, 2001, and recorded in Deed Book 214, Page 301, Towns County, Georgia records; as assigned to Citi-zens South Bank by that certain Master As-signment recorded in Deed Book 486, Page 790, aforesaid records; all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Rev-enue Service, if any; and all prior assessments, possible redemptive rights of the Internal Rev-enue Service, if any; and all prior assessments, easements, restrictions or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Danny Wilson and Denise Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Danny Wilson and Denise Wilson, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Danny Wilson and Denise Wilson. M. Todd Westfall, Esquire

M. Todd Westfall, Esquire Howick, Westfall, Squire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 501-7951

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in a Security Deed from AMY LYALL SAILOR to UNITED COMMUNITY BANK, dated July 29, 2011, recorded August 16, 2011, in Deed Book 499, Page 32 and re-recorded in Deed Book 499, Page 33, Towns County, Georgia records, said Security Deed being given to secure a Note from AMY LYALL SALL-OR dated July 29, 2011, in the original principal amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars, with interest from date at a rate per cent per annum on the unpaid at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2014, the following described property: PARCEL ONE: PARCEL ONE: All that tract or parcel of land lying and being in Land Lots 14 & 23, 17th District, 1st Sec-tion, Towns County, Georgia, containing 2.005 acres and being shown as Tract 2 on a plat of survey done by Land Tech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns County, Georgia records. Said plat is incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on a plat of survey done by LandTech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns County, Georgia records. The property is conveyed subject to the re-strictions of record pertaining to Breezewood Village Subdivision as recorded in Deed Book 82. Pages 594-595, Towns County, Georgia records.

STATE OF GEORGIA

COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in a Security Deed from DELONG BUILD-ERS, INC. nt/k/a DELCO SERVICES, INC. to UNIT-ED COMMUNITY BANK, dated September 28, 2007, recorded October 2, 2007, in Deed Book 417, Page 410, Towns County, Georgia records, as last modified by Modification of Secu-rity Deed dated January 27, 2014, recorded in Deed Book 547, Page 204, Towns County, Geor-gia records, said Security Deed being given to secure a Note from DELCO SERVICES, INC. dat-ed January 27, 2014, in the original principal amount of Seventy Six Thousand Nine Hundred Five and 03/100 (\$76,905.03) Dollars, with in-terest from date at a rate per cent per annum on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal

highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2014, the following described property: All that certain tract or parcel of land lying and being in District 18, Land Lot 117, 1st Section, Towns County, Georgia and being shown as Tract 1, Windjammer Lodge, Phase III, containing 0.682 acre, more or less and Tract 2, Windjammer Lodge, Phase III, contain-ing 0.630 acre, more or less, as shown on a plat of survey prepared by Land Tech Services, Inc., dated 9/6/05 and recorded in Plat Book 35. Pages 258-259. Towns County, Georgia re-

plat of survey prepared by Land lech Services, Inc., dated 9/6/05 and recorded in Plat Book 35, Pages 258-259, Towns County, Georgia re-cords, said plat being incorporated herein by reference for a more complete description of the above described property. Also conveyed herewith is a non-exclusive perpetual easement for ingress and egress along the roads in Windjammer to the above described parcels. Subject to all easements and rights of way as shown on the above referenced plat of survey. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as pro-vided in the Security Deed and by law, includ-

sale will be made for the purpose or paying the same and all expenses of this sale, as pro-vided in the Security Deed and by law, includ-ing attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, easements, en-cumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is DELCO SERVICES, INC. F/K/A DELONG BUILD-ERS, INC. or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for DELONG BUILDERS, INC. I. Lou Allen Chitto 8 Horkiegn BLC

 Invkia DELCO SERVICES, INC L. Lou Allen
Stites & Harbison, PLLC
520 West Main Street
Blue Ridge, Georgia 30513 (706) 632-7923
File No. 7484A-03684 T(Sept10.17.24.0ct1)

T(Sept10,17,24,0ct1)B IN SECURITY DEED STATE OF GEORGIA

NOTICE OF SALE UNDER POWER

Park Sterling Bank, successor by merger to Citizens South Bank, as successor by merger to Linda Burr, as trustee of First Southern Trust. M. Todd Westfall, Rsquire Howick, Westfall, McBryan & Kaplan, LLP Swite 600 One Tower Creak

NOTICE

T(Sept24)B

(For Discharge from Office and all Liability) PROBATE COURT OF TOWNS COUNTY RE: PETITION OF BEVERLY S. GERARD FOR DISCHARGE AS EXECUTOR OF THE ESTATE OF

DOBOTHY I YATES DECEASED TO: All Interested Parties and to whom it may concern:

and to whom it may concern: This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before October 6, 2014.

Court on or before October 6, 2014. BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All pleadings/ objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/ ing rees must be tendered with your pleadings/ objections, unless you qualify to file as an in-digent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees. If any objec-tions are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing. David Rogers PROBATE JUDGE By: Kerry L. Berrong PROBATE CLERK/DEPUTY CLERK 48 River St. Suite C Hiawassee, GA 30546 ADDRESS 3467 TELEPHONE NUMBER

the property conveyed herein. Tax Map or Parcel ID No.: 41D-34 The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and altiong outer possible orders as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided Same and an expenses of this sale, as provided in Security Deed and by law, including attor-ney's fees (notice of intent to collect attorney's fees having been given). Your mortgage servicer can be contacted at (800) 401-6587 - Loss Mitigation Dept, or by writing to 16745 W. Bernardo Dr., Suite 300, Can Dare deliver output to the service of the ser

writing to 16745 W. Bernardo Dr., Suite 300, San Diego, California 92127, to discuss pos-sible alternatives to avoid foreclosure. Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is John Norville and Nellie Norville or tenant(s); and said property is more commonly known as 2370 Upper Bell Road, Hiawassee, GA 30546. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirma-tion and audit of the status of the loan with the holder of the security deed and (3) any right of redemption or other lien not extinguished by

foreclosure. U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust as Attorney in Fact for John Norville and Nellie Norville. Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 404-789-2661 B&S file no.: 14-07049 (Sept10,17,24,0ct1)B

described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 187, 181H DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA Containing 1.31 Acres, More or Less, As Shown on A plat of Survey by Blairs-VILLE, Surveying CO. Dated November 27, VILLE, SURVEYING GU. DATED NOVEMBER 27, 19998, RECORDED IN PLAT BOOK 22, PAGE 294 TOWNS COUNTY RECORDS WHICH DESCRIP-TION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. THE PROPERTY IS CONVEYED SUBJECT TO THE LASEMENT GRANTED TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN BEEP ROOK 1920 RACE 621 TOWING COUNTY DEED BOOK 122, PAGE 621, TOWNS COUNTY RECORDS

THE GRANTOR GRANTS TO GRANTEE A PER-PETUAL EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY. SAID EASEMENT TO BEGIN ON FODDER CREEK ROAD AND RUN TO SAID PROPERTY ALONG LOVIN-GOOD LANE

ALSO CONVEVED HEREWITH IS A PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON PROPERTY OF INEZ M. LOVINGOOD. KNOWN AS: 2287 LOVINGOOD LANE, HIAWAS-

SEE, GA 30546-4363.

SEE, 64 30340-4303. The debt secured by the Security Deed is evi-denced by a Note, dated March 2, 2001, from Danny E. Wilson and Donna Denise Wilson to Bank of Hiawassee in the original principal amount of \$127,021.00 (as same may have amount of \$127,027.00 (as same may have been further modified, renewed or amended, collectively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness. Default has occurred and continues under the terms of the Note and Coursin Dead humana

terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Se-curity Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms

ing to its terms. The above-described real property will be sold to the highest and best bidder for cash as the property of Danny E. Wilson and Donna Denise Wilson, the proceeds to be applied to the neuroscience of cald includer does externary. the payment of said indebtedness, attorneys the payment of shit independences, and heys fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or ass ments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or mat-

To the best of the undersigned's knowledge and belief, the real property is presently owned by Danny E. Wilson and Donna Denise Wilson. by Damy E. Wilson and Domina Denise Wilson. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Danny E. Wilson and Donna Denise Wilson, and tenants holding under them. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Dank of Unexpecte or Atherway in Each for to Bank of Hawassee, as Attorney-in-Fact for Danny E. Wilson and Donna Denise Wilson. M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 2101 Teuremach Backward 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 501-7951 T(Sept10,17,24,0ct1)E

coros. Property is also conveyed herewith and sub-ject to the rights, matters, easements and con-ditions contained in the Dock and Dock Area Maintenance and Use Agreement as filed and recorded at Deed Book 349, pages 780-782, Towno County Cosmic records Towns County, Georgia records PARCEL TWO:

An undivided one-half interest in the follow

ing: All that tract or parcel of land lying and being in Land Lots 14 & 23, 17th District, 1st Sec-In Land Lots 14 & 23, 17m District, 1st Sec-tion, Towns County, Georgia, and being Tract 3 containing 0.026 acres as shown on a plat of survey done by Land Tech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns county, Georgia records. Said plat is incorporated herein by reference hereto.

The property is conveyed subject to all matters and conditions shown on a plat of survey done by LandTech Services, Inc., dated November 21, 2002 and filed and recorded at Plat Book 28, Page 282, Towns County, Georgia records. The property is conveyed subject to the re-strictions of record pertaining to Breezewood Village Subdivision as recorded in Deed Book 82, Pages 594-595, Towns County, Georgia records

Property is also conveyed herewith and subject to the rights, matters, easements and con-ditions contained in the Dock and Dock Area Maintenance and Use Agreement as filed and recorded at Deed Book 349, pages 780-782, Towns County, Georgia records. The debt secured by said Security Deed has

been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property will be sold subject to any out-ctanding ad valorem taxes (including taxes)

standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above The Security Deed mist set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is AMY LYALL SAILOR or a tenant or tenants. UNITED COMMUNITY BANK, as attorney in Fact for AMY LYALL SAILOR

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923

File No. 7484A-03683

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Sept10,17,24,0ct1)B